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9 Elba Cervantes, Naomi Bravo and Esteban Viramontes

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 S.V., A Minor, Individually, And As  
13 Personal Representative Of The Estate  
14 Of Cristian Viramontes, By And  
15 Through Her Guardian Ad Litem, Elba  
16 Cervantes; Naomi Bravo, Individually,  
17 Esteban Viramontes, individually

18 Plaintiffs,

19 vs.

20 COUNTY OF RIVERSIDE, a  
21 Governmental Agency; RIVERSIDE  
22 COUNTY SHERIFF CHAD BIANCO,  
23 in his individual and official capacity,  
24 Deputy DUNCAN, individually; DOES  
25 1-3, DOES 4-6, and DOES 7-10,  
26 inclusive,

27 Defendants.

Case No.: 5:23-cv-00860-SSS-KK

**STIPULATED PROTECTIVE  
ORDER**

**[NOTE CHANGES BY  
COURT]**

28 **1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential,  
proprietary, or private information for which special protection from public

disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective Order does not entitle them to a file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

## B. GOOD CAUSE STATEMENT

### **Defendants' Statement of Good Cause:**

#### 1.1. Contentions re Harm from Disclosure of Confidential Materials.

Defendants contend that there is good cause and a particularized need for a protective order to preserve the interests of confidentiality and privacy in peace officer personnel file records and associated investigative or confidential records for the following reasons.

First, Defendants contend that peace officers have a federal privilege of privacy in their personnel file records: a reasonable expectation of privacy therein that is underscored, specified, and arguably heightened by the *Pitchess* protective procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, \*2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based discovery disputes involving federal

1 claims,” the “state privilege law which is consistent with its federal equivalent  
2 significantly assists in applying [federal] privilege law to discovery disputes”);  
3 *Soto v. City of Concord*, 162 F.R.D. 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace  
4 officers have constitutionally-based “privacy rights [that] are not  
5 inconsequential” in their police personnel records); *cf.* Cal. Penal Code §§  
6 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants further contend that  
7 uncontrolled disclosure of such personnel file information can threaten the  
8 safety of non-party witnesses, officers, and their families/associates.

9       Second, Defendants contend that municipalities and law enforcement  
10 agencies have federal deliberative-executive process privilege, federal official  
11 information privilege, federal law enforcement privilege, and federal attorney-  
12 client privilege (and/or attorney work product protection) interests in the  
13 personnel files of their peace officers – particularly as to those portions of peace  
14 officer personnel files that contain critical self-analysis, internal  
15 deliberation/decision-making or evaluation/analysis, or communications for the  
16 purposes of obtaining or rendering legal advice or analysis – potentially  
17 including but not limited to evaluative/analytical portions of Internal Affairs  
18 type records or reports, evaluative/analytical portions of supervisory records or  
19 reports, and/or reports prepared at the direction of counsel, or for the purpose of  
20 obtaining or rendering legal advice. *See Sanchez*, 936 F.2d at 1033-1034;  
21 *Maricopa Audubon Soc’y v. United States Forest Serv.*, 108 F.3d 1089, 1092-  
22 1095 (9th Cir. 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San*  
23 *Jose*, 114 F.R.D. 654, 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D.  
24 175, 176-177 (D. D.C. 1998); *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS  
25 89702 (D. Or. 2007); *Admiral Ins. Co. v. United States Dist. Ct.*, 881 F.2d 1486,  
26 1492, 1495 (9th Cir. 1988). Defendants further contend that such personnel file  
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1 records are restricted from disclosure by the public entity's custodian of records  
2 pursuant to applicable California law and that uncontrolled release is likely to  
3 result in needless intrusion of officer privacy; impairment in the collection of  
4 third-party witness information and statements and related legitimate law  
5 enforcement investigations/interests; and a chilling of open and honest  
6 discussion regarding and/or investigation into alleged misconduct that can erode  
7 a public entity's ability to identify and/or implement any remedial measures  
8 that may be required.

9 Third, Defendants contend that, since peace officers do not have the same  
10 rights as other private citizens to avoid giving compelled statements, it is  
11 contrary to the fundamental principles of fairness to permit uncontrolled release  
12 of officers' compelled statements. *See generally Lybarger v. City of Los*  
13 *Angeles*, 40 Cal.3d 822, 828-830 (1985); *cf.* U.S. Const., amend V.

14 Accordingly, to expedite the flow of information, to facilitate the prompt  
15 resolution of disputes over confidentiality of discovery materials, to adequately  
16 protect information the parties are entitled to keep confidential, to ensure that  
17 the parties are permitted reasonable necessary uses of such material in  
18 preparation for and in the conduct of trial, to address their handling at the end of  
19 the litigation, and serve the ends of justice, a protective order for such  
20 information is justified in this matter. It is the intent of the parties that  
21 information will not be designated as confidential for tactical reasons and that  
22 nothing be so designated without a good faith belief that it has been maintained  
23 in a confidential, non-public manner, and there is good cause why it should not  
24 be part of the public record of this case.  
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1       2. DEFINITIONS

2       2.1       Action: S.V., a minor et al. v. *County of Riverside, et al*, 5:23-cv-  
3 0860 SSS (KK)

4       2.2       Challenging Party: a Party or Non-Party that challenges the  
5 designation of information or items under this Order.

6       2.3       “CONFIDENTIAL” Information or Items: information (regardless  
7 of how it is generated, stored, or maintained) or tangible things that qualify for  
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above  
9 in the Good Cause Statement.

10       2.4       Counsel: Outside Counsel of Record and House Counsel (as well  
11 as their support staff).

12       2.5       Designating Party: a Party or Non-Party that designates  
13 information or items that it produces in disclosures or in responses to discovery  
14 as “CONFIDENTIAL.”

15       2.6       Disclosure or Discovery Material: all items or information,  
16 regardless of the medium or manner in which it is generated, stored, or  
17 maintained (including, among other things, testimony, transcripts, and tangible  
18 things), that are produced or generated in disclosures or responses to discovery  
19 in this matter.

20       2.7       Expert: a person with specialized knowledge or experience in a  
21 matter pertinent to the litigation who has been retained by a Party or its counsel  
22 to serve as an expert witness or as a consultant in this Action.

23       2.8       House Counsel: attorneys who are employees of a party to this  
24 Action. House Counsel does not include Outside Counsel of Record or any  
25 other outside counsel.

26       2.9       Non-Party: any natural person, partnership, corporation,  
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1 association, or other legal entity not named as a Party to this action.

2       2.10       Outside Counsel of Record: attorneys who are not employees of a  
3 party to this Action but are retained to represent or advise a party to this Action  
4 and have appeared in this Action on behalf of that party or are affiliated with a  
5 law firm which has appeared on behalf of that party, including support staff.

6       2.11       Party: any party to this Action, including all of its officers,  
7 directors, employees, consultants, retained experts, and Outside Counsel of  
8 Record (and their support staffs).

9       2.12       Producing Party: a Party or Non-Party that produces Disclosure or  
10 Discovery Material in this Action.

11       2.13       Professional Vendors: persons or entities that provide litigation  
12 support services (e.g., photocopying, videotaping, translating, preparing  
13 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
14 form or medium) and their employees and subcontractors.

15       2.14       Protected Material: any Disclosure or Discovery Material that is  
16 designated as "CONFIDENTIAL." The Parties reserve all rights to challenge  
17 these and any other designations pursuant to the procedures set forth below in  
18 section 6 *et seq.*

19       2.15       Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

### 21       3. SCOPE

22       The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or  
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
25 compilations of Protected Material; and (3) any testimony, conversations, or  
26 presentations by Parties or their Counsel that might reveal Protected Material.  
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1 Any use of Protected Material at trial shall be governed by the orders of the  
2 trial judge. This Order does not govern the use of Protected Material at trial.

#### 3 4. DURATION

4 The terms of this protective order do not extend to the presentation of  
5 evidence at trial. Any protection sought for documents that are presented at trial  
6 shall be governed by order of the Judge presiding over the trial. Should any  
7 Protected Material become part of the public record at trial or otherwise (such  
8 as a where the Court denies the request to file under seal), this Protective Order  
9 shall no longer apply to the portions which became part of the public record at  
10 trial with the exception that any such material must still be returned in  
11 compliance with Section 13: Final Disposition.

12 ~~Should any portion of the Protected Material remain confidential until trial,~~  
13 ~~during any portion of the trial of this action which could entail the discussion or~~  
14 ~~disclosure of Confidential Information, that Designating Party may request the~~  
15 ~~opportunity to show compelling reasons to the Court as to why access to the~~  
16 ~~courtroom should be limited to parties, their counsel and other designated~~  
17 ~~representative, experts or consultants who agreed to be bound by this~~  
18 ~~stipulation/protective order, and court personnel. See *Kamakana v. City and*~~  
19 ~~*County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing~~  
20 ~~“good cause” showing for sealing documents produced in discovery from~~  
21 ~~“compelling reasons” standard when merits-related documents are part of court~~  
22 ~~record).~~

23  
24 For all portions of the Protected Material after final disposition of the  
25 Trial, the confidentiality obligations by this Order shall remain in full effect.  
26 Final disposition shall be deemed to be the later of (1) dismissal of all claims  
27 and defenses in this Action, with or without prejudice; (2) In any event wherein  
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1 all remaining claims in this matter are remanded to State Court or severed from  
 2 the Federal matter and returned to State Court; and/or (3) final judgment herein  
 3 after the completion and exhaustion of all appeals, re-hearings, remands, trials,  
 4 or reviews of this Action, including the time limits for filing any motions or  
 5 applications for extension of time pursuant to applicable law.

## 6 7 5. DESIGNATING PROTECTED MATERIAL

### 8 5.1 Exercise of Restraint and Care in Designating Material for 9 Protection.

10 Each Party or Non-Party that designates information or items for protection  
 11 under this Order must take care to limit any such designation to specific  
 12 material that qualifies under the appropriate standards. The Designating Party  
 13 must designate for protection only those parts of material, documents, items, or  
 14 oral or written communications that qualify so that other portions of the  
 15 material, documents, items, or communications for which protection is not  
 16 warranted are not swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited.  
 18 Designations that are shown to be clearly unjustified or that have been made for  
 19 an improper purpose (e.g., to unnecessarily encumber the case development  
 20 process or to impose unnecessary expenses and burdens on other parties) may  
 21 expose the Designating Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that  
 23 it designated for protection do not qualify for protection, that Designating Party  
 24 must promptly notify all other Parties that it is withdrawing the inapplicable  
 25 designation.

26 5.2 Manner and Timing of Designations. Except as otherwise  
 27 provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or  
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1 as otherwise stipulated or ordered, Disclosure or Discovery Material that  
2 qualifies for protection under this Order must be clearly so designated before  
3 the material is disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or trial  
7 proceedings), that the Producing Party affix at a minimum, the legend  
8 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
9 contains protected material. If only a portion or portions of the material on a  
10 page qualifies for protection, the Producing Party also must clearly identify the  
11 protected portion(s) (e.g., by making appropriate markings in the margins).

12 A Party or Non-Party that makes original documents available for inspection  
13 need not designate them for protection until after the inspecting Party has  
14 indicated which documents it would like copied and produced. During the  
15 inspection and before the designation, all of the material made available for  
16 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
17 identified the documents it wants copied and produced, the Producing Party  
18 must determine which documents, or portions thereof, qualify for protection  
19 under this Order. Then, before producing the specified documents, the  
20 Producing Party must affix the “CONFIDENTIAL legend” to each page that  
21 contains Protected Material. If only a portion or portions of the material on a  
22 page qualifies for protection, the Producing Party also must clearly identify the  
23 protected portion(s) (e.g., by making appropriate markings in the margins).

24 (b) for testimony given in depositions that the Designating Party identify the  
25 Disclosure or Discovery Material on the record, before the close of the  
26 deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party Shall initiate the dispute resolution process under Civil Local Rule 37-1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

1        7. ACCESS TO AND USE OF PROTECTED MATERIAL

2        7.1        Basic Principles. A Receiving Party may use Protected Material  
3 that is disclosed or produced by another Party or by a Non-Party in connection  
4 with this Action only for prosecuting, defending, or attempting to settle this  
5 Action. Such Protected Material may be disclosed only to the categories of  
6 persons and under the conditions described in this Order. When the Action has  
7 been terminated, a Receiving Party must comply with the provisions of Section  
8 13 below (FINAL DISPOSITION).

9        .Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12        7.2        Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the Court or permitted in writing by the Designating  
14 Party, a Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16        (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
17 as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19        (b) the officers, directors, and employees (including House Counsel) of the  
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21        (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this Action and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24        (d) the Court and its personnel;

25        (e) court reporters and their staff;

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(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall  
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served  
6 with the subpoena or court order shall not produce any information designated  
7 in this action as “CONFIDENTIAL” before a determination by the court from  
8 which the subpoena or order issued, unless the Party has obtained the  
9 Designating Party’s permission. The Designating Party shall bear the burden  
10 and expense of seeking protection in that court of its confidential material, and  
11 nothing in these provisions should be construed as authorizing or encouraging a  
12 Receiving Party in this Action to disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a Non-  
16 Party in this Action and designated as “CONFIDENTIAL.” Such information  
17 produced by Non-Parties in connection with this litigation is protected by the  
18 remedies and relief provided by this Order. Nothing in these provisions should  
19 be construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to  
21 produce a Non-Party’s confidential information in its possession, and the Party  
22 is subject to an agreement with the Non-Party not to produce the Non-Party’s  
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party that  
25 some or all of the information requested is subject to a confidentiality  
26 agreement with a Non-Party;  
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(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

#### 10.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 11.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

1 When a Producing Party gives notice to Receiving Parties that certain  
2 inadvertently produced material is subject to a claim of privilege or other  
3 protection, the obligations of the Receiving Parties are those set forth in Federal  
4 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
5 whatever procedure may be established in an e-discovery order that provides for  
6 production without prior privilege review. Pursuant to Federal Rule of Evidence  
7 502(d) and (e), insofar as the parties reach an agreement on the effect of  
8 disclosure of a communication or information covered by the attorney-client  
9 privilege or work product protection, the parties may incorporate their  
10 agreement in the stipulated protective order submitted to the Court.

## 11 12. MISCELLANEOUS

12 12.1 Right to Relief. Nothing in this Order abridges the right of any  
13 person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of  
15 this Protective Order, no Party waives any right it otherwise would have to  
16 object to disclosing or producing any information or item on any ground not  
17 addressed in this Stipulated Protective Order. Similarly, no Party waives any  
18 right to object on any ground to use in evidence of any of the material covered  
19 by this Protective Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any  
21 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
22 may only be filed under seal pursuant to a court order authorizing the sealing of  
23 the specific Protected Material at issue. If a Party's request to file Protected  
24 Material under seal is denied by the court, then the Receiving Party may file the  
25 information in the public record unless otherwise instructed by the court.  
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## 27 13. FINAL DISPOSITION

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1 After the final disposition of this Action, as defined in Section 4  
2 (DURATION), within 60 days of a written request by the Designating Party,  
3 each Receiving Party must return all Protected Material to the Producing Party  
4 or destroy such material. As used in this subdivision, "all Protected Material"  
5 includes all copies, abstracts, compilations, summaries, and any other format  
6 reproducing or capturing any of the Protected Material. Whether the Protected  
7 Material is returned or destroyed, the Receiving Party must submit a written  
8 certification to the Producing Party (and, if not the same person or entity, to the  
9 Designating Party) by the 60 day deadline that (1) identifies (by category,  
10 where appropriate) all the Protected Material that was returned or destroyed;  
11 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
12 compilations, summaries, or any other format reproducing or capturing any of  
13 the Protected Material. Notwithstanding this provision, Counsel are entitled to  
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and  
15 hearing transcripts, legal memoranda, correspondence, deposition and trial  
16 exhibits, expert reports, attorney work product, and consultant and expert work  
17 product, even if such materials contain Protected Material. Any such archival  
18 copies that contain or constitute Protected Material remain subject to this  
19 Protective Order as set forth in Section 4 (DURATION).

20 14. Any violation of this Order may be punished by any and all appropriate  
21 measures including, without limitation, contempt proceedings and/or monetary  
22 sanctions.  
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24 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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1 Dated: August 11, 2023

THE SEHAT LAW FIRM, PLC

2  
3 By: /s/ Cameron Sehat  
4 *Attorneys for Plaintiffs*

5  
6 DATED: August 11, 2023

**MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**

7  
8  
9  
10 By: /s/ Eugene P. Ramirez  
11 Craig Smith  
12 Eugene P. Ramirez  
13 Deann R. Rivard  
14 *Attorneys for Defendants*

15 **ATTESTATION**

16 Pursuant to L.R. 5-4.3.4(a)(2)(i), I hereby attest that J Eugene P.  
17 Ramirez, counsel for Defendants, concurs in the content of this filing and have  
18 authorized this filing.

19  
20 By: /s/ Cameron Sehat  
21 *Attorneys for Plaintiffs*

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23  
24 DATED: August 14, 2023

25   
26 HONORABLE KENLY KIYA KATO  
27 United States Magistrate Judge  
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of  
 perjury that I have read in its entirety and understand the Stipulated Protective  
 Order that was issued by the United States District Court for the Central District  
 of California on [date] in the case of *S.V. et al v. County of Riverside , et al*,  
 5:23-cv-0860 SSS (KK). I agree to comply with and to be bound by all the  
 terms of this Stipulated Protective Order, and I understand and acknowledge  
 that failure to so comply could expose me to sanctions and punishment in the  
 nature of contempt. I solemnly promise that I will not disclose in any manner  
 any information or item that is subject to this Stipulated Protective Order to any  
 person or entity except in strict compliance with the provisions of this Order.  
 I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of  
 this Stipulated Protective Order, even if such enforcement proceedings occur  
 after termination of this action. I hereby appoint \_\_\_\_\_  
 [print or type full name] of \_\_\_\_\_ [print or  
 type full address and telephone number] as my California agent for service of  
 process in connection with this action or any proceedings related to  
 enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_